

UNITED STATES DISTRICT COURT  
DISTRICT OF RHODE ISLAND

|                                  |   |                 |
|----------------------------------|---|-----------------|
| NEW YORK LIFE INSURANCE COMPANY, | : |                 |
|                                  | : |                 |
| Plaintiff                        | : |                 |
|                                  | : |                 |
| V.                               | : | C.A. NO. 14-74S |
|                                  | : |                 |
| MASSIEL ORTIZ and JULIA KLAH     | : |                 |
|                                  | : |                 |
| Defendants                       | : |                 |

**DEFENDANT MASSIEL ORTIZ'S STATEMENT OF ADDITIONAL UNDISPUTED FACTS**

Pursuant to LR 56(a)(4), Massiel Ortiz submits the following Statement of Additional Undisputed Facts in support of her Objection to Plaintiff's Motion for Summary Judgment.

26. Section 2.4 of the Policy provides in part “[i]f more than one beneficiary is named, they can be classed as first, second, and so on.... The stated shares will be paid to any first beneficiaries who survive the Insured.” *Affidavit of Massiel Ortiz* at 9.

27. In an October 28, 2013 email to Ms. Ortiz’s attorney, New York Life acknowledged that “Massiel Ortiz is named the sole beneficiary on his [Mr. Kaydea’s] life insurance policy.” *Ortiz Aff.* at 33-34.

28. New York Life’s claims file does not include a claim by Mrs. Klah for Mr. Kaydea’s death benefits. Mrs. Klah has never filed a claim with New York Life for death benefits under Mr. Kaydea’s life insurance policy. *See Ortiz Aff.* at ¶ 22.

29. Prior to filing its interpleader complaint, New York Life never informed Ms. Ortiz that there were competing claims for the policy death benefits, *Ortiz Aff.* at ¶ 21, because there were no competing claims.

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30. Prior to filing its interpleader complaint, New York Life never informed Ms. Ortiz that it believed the so-called "Slayer Statute" was implicated in any way in her claim for death benefits under the Policy of Insurance. *Ortiz Aff.* at ¶ 23.

31. Prior to filing the instant complaint, New York Life's sole stated reason for refusing to pay Ms. Ortiz the benefits due her under the Policy of Insurance was Ms. Ortiz's inability to secure Mr. Kaydea's "medical records." *Ortiz Aff.* at ¶ 11, 25.

Respectfully Submitted,

MASSIEL ORTIZ  
By her Attorneys,

/s/ Stephen A. Rodio  
/s/ Michelle L. Felix

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Dated: June 5, 2014

**CERTIFICATION OF SERVICE**

I certify that the within document was electronically filed with the Clerk of Court on the 5<sup>th</sup> day of June 2014, and that it is available for viewing and downloading from the Court's ECF system. Service by electronic means has been effectuated on all counsel of record.

/s/ Michelle L. Felix (#5787)